

AGREEMENT

Between the

EAST ORANGE EDUCATION ASSOCIATION

AND THE

**EAST ORANGE
BOARD OF EDUCATION**

Covering the period

SEPTEMBER 1, 2011

To

AUGUST 31, 2014

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PREAMBLE

This Agreement entered into this _____ day of _____ 2012 by and between the Board of Education of East Orange, the City of East Orange, New Jersey, and the County of Essex, hereinafter called the "Board", and the East Orange Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the East Orange School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and procedures relating to terms and conditions of employment, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties after long and mutually satisfactory deliberations in a combined effort to improve the terms and conditions of employment in East Orange have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations in the determination and administrative of grievances, and the terms and conditions of employment for all personnel under contract or on leave, employed by the Board, including:

Classroom Teachers, Nurses, Guidance Counselors, Librarians, Media Specialists, Social Workers, Resource Teachers, Vocational Counselors, Psychologists, Speech Correctionists, Learning Consultants, Adult School Instructors, Brokers, Substance Abuse Awareness Coordinators, Permanent Building Based Substitutes,* Supplemental Teachers, Home Instructors, 12 Month Teachers, Summer School Teachers, Learning Disability Teacher Consultants, Crisis Counselors and Core Content Curriculum Instructional Specialists.

But excluding:

Superintendent of Schools, Secretary-Business Manager, Assistant Superintendents, Assistant to Secretary-Business manager, Principals, Directors, Assistant Principals, Assistant Directors and Assistants to the Directors, Administrative Assistants, Supervisors, Coordinators, Evening School Teachers, Department of Heads, and Head Librarian.

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

*Contract language is applicable only where specified in this agreement.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that she/he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law or by any rule or regulation of the Commission of Education for the State of New Jersey which has the force and effect of law, or (2) by any policy of the Board of Education, or (3) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

B. Purpose

1. It is understood and agreed that the Association has the right to utilize all provisions of this article and that grievances may be processed either by the employee who has been aggrieved or by the Association.
2. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. The results of all informal resolution shall be reduced to writing with copies to all parties involved. The Board and the Association recognize that the procedure is available without any fear of discrimination because of its use.

3. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise affecting the working conditions of the teachers. The Board and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
4. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Submission of Grievance

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the Board and the Association. Each grievance shall identify the aggrieved party, the provision(s) of this agreement, the policy or the practice involved in the grievance, the time when and the place where the alleged events or conditions constituted the grievance existed, and if known, the identify of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. Submission of a grievance shall be made at the appropriate level.
5. A teacher or group or teachers may submit grievances which affect them personally and shall submit such grievance to the building principal or immediate superior.
6. The Association may submit grievances. If the grievance is limited to one school, the grievance shall be submitted to the building principal or immediate superior. If the grievance affects a group of teachers in more than one school, the Association may submit the grievance in writing and commence at level 3.

E. Levels

1. Level One

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either privately or with the Association's Faculty Representative and/or an officer of the Association present, with the objective of resolving the material informally.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, and she/he wishes to pursue his/her grievance, she/he shall submit it in writing to his/her building principal or immediate superior with copies to the Superintendent and the Association.
- b. The building principal or immediate superior shall respond in writing within five (5) school days. If the aggrieved person is not satisfied with the response of the building principal or his/her immediately superior or if no decision has been rendered within the five (5) school

days, the aggrieved person may submit a copy of the grievance to the Superintendent of Schools with copies to the Association within five (5) school days after the decision of his/her building principal or immediate superior or within ten (10) school days after presentation of the grievance in writing, whichever is sooner.

3. Level Three

- a. Upon the request of the aggrieved person, the Superintendent or his/her designated representative shall confer with the aggrieved person with respect to the grievance and shall deliver to the aggrieved person a written decision no later than ten (10) school days after it is received by him/her.
- b. Counter remedies may be proposed at this level by either party. Once a counter remedy has been accepted by both parties, such remedy shall be applicable only to the instant grievance, shall not constitute a precedent, and shall be final and binding on both parties in this instant grievance.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may, within five (5) school days file the grievance in writing with the Association and the Board.
- b. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the aggrieved person, a representative of the Association and the Superintendent in an effort to resolve it.
- c. Counter remedies may be proposed at this level by either party. Once a counter remedy has been accepted by both parties, such remedy shall be applicable only, to the instant grievance, shall not constitute a precedent, and shall be final and binding on both parties in this instant grievance.

5. Level Five

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school days after she/he has first met with the Board, she/he may within five (5) school days after a decision by the Board or fifteen (15) school days after she/he first met with the Board, whichever is sooner, request in writing that the Association submit her/his grievance to arbitration.
- b. The only grievances which may be submitted to binding arbitration are those alleging that there has been a violation, misinterpretation or inequitable application affecting terms and conditions of employment as determined by P.E.R.C. or other appropriate authority.
- c. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the teacher and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- d. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator from the list of arbitrators submitted by the Public Employment Relations Commission (P.E.R.C.). The parties shall be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.
- e. The Human Resources Director, through ruling of the arbitrator, shall remove or delete any and all documents pertaining to the grievance from the employee's personnel/school file(s). The Association along with the teacher reserves the right to review the teacher's personnel/school file(s) to make sure that the Human Resources Director's removal of the documents has occurred.

- f. The costs of the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall borne equally by the Board and the Association.

F. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that she/he may not be represented by a representative or an officer of any organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and the state its views at all stages of the grievance procedure except at Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be permanently filed separately from personnel files.
2. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance, until such grievance is properly determined.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as heretofore referred to in this Grievance Procedure.

ARTICLE III - PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with teacher's responsibilities to and relationship with students and/or the school system.

- B. The Board and the Association agree that teachers are entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing such activities do not interfere with the performance of said teacher and/or providing they do not violate the Constitution of the United States.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the terms and conditions of employment of teachers, and the Board and the Association acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with the obligation to pursue truth in the performance of their classroom functions.

ARTICLE IV - RIGHTS OF THE ASSOCIATION

- A. The Association is the exclusive representative of the employees in the negotiating unit covered by this Agreement under the law of the State of New Jersey, S1087 (Chapter 123, Public Laws of 1974) and The Resolution of the Board adopted November 3, 1968.

Accordingly, the Association shall be accorded the privilege to engage in the following activities in order to carry out and discharge its authority and responsibility under law and the aforesaid Resolution:

1. To use school buildings for meetings, subject to reasonable procedures in order to avoid scheduling conflicts.
2. To use faculty bulletin boards in each building which shall be provided by the Board, teacher mailboxes, district courier services, and duplicating machinery and other equipment provided that priority shall be given to school needs and that the operator shall be competent.
3. To appear and to speak to new teachers at Orientation Programs and to the entire professional staff at appropriate in-service training programs.
4. To participate with the administration in the development of appropriate professional in service training programs.

- B. Teachers shall be released at the same time as students on each of the three days of the Association's General meetings as provided for the Constitution of the Association. Notice of these general meetings dates shall be given in writing to the Superintendent at least 48 hours prior to each meeting.
- C. When the Board and the Association schedule negotiations during school hours, no more than 4 members of the Association's negotiating Team shall be released without loss of pay. The Superintendent will be notified by the Association of such designations.
- D. When it is necessary for a member of the Association to investigate a grievance during a school day, such member may investigate such grievance without loss of pay provided, however, that s/he will not be released from his/her classroom duties for such purposes without one day's notice to the appropriate principal or immediate supervisor except in cases of emergency. The person so designated to investigate grievances shall not be permitted to spend more than three (3) hours a week of released time investigating such grievances, subject to the approval of the Superintendent or his/her designee.
- E. Two copies of the Board policy manual have been given to the Association. These manuals shall be kept current by sending a copy of additional or revised policies to the Association within 10 school days after adoption.
- F. Each administrative unit shall have a T.A.L.C. (Teacher Administration Liaison Committee) selected by and from among the members of the bargaining unit with whom the building principal must meet at least once a month (unless otherwise determined by mutual agreement) during the school year to review matters of interest to the teachers of that administrative unit and to play an active role in the revision or development of building policies as they relate to these terms and conditions of employment.
- G. Both parties agree to the following Weingarten Language: Teachers shall have the right to representation during all conferences where there is a belief that discipline may occur. This shall include evaluation conferences which suddenly become disciplinary in the opinion of the teacher.

ARTICLE V - PROTECTION OF TEACHERS

- A. If a teacher is assaulted in connection with his/her employment, she/he or his/her representative shall give his/her principal or supervisor notice of that fact, with written notice to be submitted as soon as possible thereafter. Such notifications shall immediately be forwarded to the Superintendent who shall comply with any reasonable requests from the teachers for information in the possession of the Superintendent relating to the incident or the persons involved, and will otherwise cooperate with the teacher in appropriate ways in the event of a civil or criminal proceeding.
- B. The Board will provide reimbursement to teachers for repair or value, whichever is less, for clothing and personal effects damaged during the course of an incident related to their employment provided such loss is not caused by negligence of the claimant. Such claim must be presented in writing to the Superintendent as promptly as possible, but in no case later than five (5) school days.
 - 1. The Board will consider, on a case by case basis, claims for payment of the deductible, but not to exceed the amount of the damages, if vehicles are damaged on school property while in performance of the employee's duties during the normal school day, including travel to or from school facilities, as well as travel to and from Board approved conferences, within the State of New Jersey. The employee shall have the right to make an appearance before the Superintendent to review the claim of damages. The employee shall present all relevant documents to support their claim. If the employee is not satisfied with the decision of the Superintendent, he/she shall submit all relevant documentation to the Board along with a written statement supporting his/her claim. The decision of the Board upon review of written submission shall be final and binding.
- C. The Board will provide protection to teachers by reimbursement of cost of replacing or repairing dentures, eyeglasses, etc., not covered by workmen's compensation, destroyed or lost as the result of an injury sustained in the course of their employment. Such claim must be presented in writing to the Superintendent by the teacher or his/her representative as promptly as possible, but in no case later than ten (10) school days. If no decision has been made in writing within 30 calendar days, claimant has the right to grieve at level 4.

- D. Neither the Board nor the Association shall discriminate against, discipline, reprimand, reduce in rank or compensation or deprive any professional advantage any teacher without just cause. Any such action taken by the Board or the Association, or any agent or representative thereof, shall be subject to the grievance procedure.
- E. Whenever, in the opinion of the Board of Education or the Superintendent or Schools, there exists or may exist a serious disruption or disorder in the regular school program, the Board of Education agrees to consult the Association President immediately for the Association's views as to how best to guarantee the safety of teachers, and teacher property.

For information only: The Board agrees to prosecute to the full extent of the law, any individual who enters a school building or property and subsequently assaults any teacher.

The law requires that only after a teacher files charges at the police department the Board agrees to prosecute to the full extent of the law, any individual who enters a school building or property and subsequently assaults any teacher.

Public Criticism – For Informational Purposes

The Board agrees to make every effort to avoid criticism and/or reprimand of a teacher (by a Board member, Administrator or Supervisor) in the presence of students, parents, or other employees or at any public gathering.

Health and Safety

- F. The parties shall establish a permanent advisory committee whose purpose shall be to advise the Superintendent on matters concerning the maintenance of proper standards of health, safety and security. The committee shall consist of four individuals appointed by the Association President and four individuals appointed by the Superintendent. The chair shall be selected by the committee members. The committee shall convene no fewer than five times during the year and will meet during working hours.

ARTICLE VI - ADULT SCHOOL

The following represents the benefits specific to the Adult School staff:

A. Temporary Absences With Pay

- 1. **15 sick days.**

2. Vacation Schedule

Less than 4 years – 10 days
4 to less than 7 years – 15 days
7 years or more – 20 days

3. Funeral Leave

Adult School Staff shall be entitled to bereavement leave, as outlined on page 20 of the existing agreement.

4. Jury Duty

As required.

5. Military Reserve Training

2 weeks

Leaves for pregnancy, child care, and health shall follow the language as contained in other articles of this agreement.

B. 1. Salary Benefits

The salary guide for 12-month instructors/brokers at the Adult Center shall be 115% of the 10-month teacher salary guide. The Board agrees to make appropriate adjustments in the annual salaries of existing Adult Center staff to reflect the above. Such adjustments to be implemented during the term of this contract.

2. Mid Year Hire

Placement on the salary schedule for midyear hires shall be according to the following formula:

0-5 months	No Credit
6-9 months	½ Year's Credit
10-12 months	Full Year's Credit

3. Extra Compensation

Positions of Senior Class Advisor, Junior Class Advisor, Freshman/Sophomore Class Advisor, Student Council, Yearbook, Drama shall be compensated as per the Extra-Compensation guides found in Article XX.

3a. Insurance

Employees shall be covered by the Accident, Liability, Family Health and Prescription and Dental Insurance as provided in other articles of this agreement.

C. Work Year

The work year shall be a period of 12 months. The work week shall be forty (40) hours inclusive of 1 hour lunch period daily, four hours of preparation time and 3 hours of supervision.

The Adult School staff shall follow the school calendar adopted by the Board of Education for 12 month employees. All Adult School staff shall be dismissed at the close of the shortened school day on Crispus Attucks Day if said holiday appears in the ten (10) month school calendar.

Additional Articles that apply to Adult School:

Grievances filed involving Articles III, V, XV, XVI, and XVII by or on behalf of staff employed at the Adult school shall terminate at level IV (Board level).

ARTICLE VII - TEMPORARY ABSENCES AND LEAVES

A. General Policy

1. Under no circumstances shall any person be absent from school without the knowledge of the building principal or the superintendent's office.
2. When a teacher is absent for any reason the substitute answering service shall be notified prior to 7:00 a.m., to allow time to secure a substitute teacher. Every effort shall be made to provide adequate substitute teachers in such cases.
3. The following rules pertaining to absence shall apply to all teachers. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-month employees on a proportional basis.

B. Types of Absences and Leaves

1. **Accidents on School Property**

Absences of employees who have been injured while on duty will not count against their sick leave. However, these absences are not to exceed 1 year per N.J.S.A. 34:15-1.

2. Personal Illness & Family Illness

- a. Absences for personal illness and family illness shall be allowed and shall include full pay for fifteen (15) school days in each school year cumulative without limit. Building based substitutes are entitled to ten (10) school days for personal illness in each school year cumulative without limit.
- b. In all absences for personal illness totaling four (4) or more consecutive school days, the teacher must file a physician's certificate with the principal or the school where employed.*
- c. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to personal illness.*
- d. In all absences for family illness (family defined as: (a) a teacher's spouse, child, a parent, father-in-law, mother-in-law, brother, sister, or (b) any other person living in the teacher's immediately family household) totaling four (4) or more consecutive school days, the teacher must file a physician's certificate with the principal of the school where employed.
- e. The Board reserves the right to require a doctor's certificate after the second day's absence due to illness in the family (not necessarily consecutive).
- f. The Board reserves the right to have its medical office verify the private doctor's findings on school time with expenses paid by the Board.

For information only: Prolonged absence beyond sick leave period:

When absence exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/182 of the annual salary.

*Required by law: reference N.J.S.A. 18A:30-4

- g. The Board reserves the right to have its medical officer verify the private doctor's findings on school time with expenses paid by the Board.

3. **Personal Leave**

a. **Death in the Family**

A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of nearest relative who is a member of the household, in each school year in each such case. "Immediate Family" includes, mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter of the employee. A nearest relative who is a member of the "household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family. Leave with full pay for up to three (3) days per year shall be granted for attending the funeral of a grand-parent.

In the case of death of a more distant relative not specified in (a) above, or of a close friend, absences shall be permitted under the personal leaves provisions set forth below.

b. **Jury Duty and Public Obligations/Absences**

For jury duty (by subpoena) shall be allowed with full pay. Teachers shall cooperate in arranging scheduling of required jury duty during non-school time. Absences for reasons of giving testimony in court (subpoena required) shall be allowed with full pay when such absence is for the purpose of testifying about a matter involving an incident related to the teacher's employment.

c. **Military Reserve Training**

- (1) Absence for military reserve training during the regular school year shall be allowed with full pay for the duration of such training as required by military orders. Such orders shall be filed with the school principal.

- (2) Teachers who have such obligation should arrange this duty during vacation periods if possible.
- (3) Leave for military reserve training will be approved by the Superintendent.

d. **Personal Days**

Full pay shall be allowed for three (3) school days per year and shall be cumulative. Unused personal days in excess of ten (10) shall be converted to personal illness days. Personal days shall be used for the discharge of important personal matters, family business, legal, religious responsibilities, quarantine, public obligations, college graduation, professional purposes that cannot be handled outside of regular work hours, or for other personal emergencies. All teachers are required to give at least 24 hours notice unless impossible to do so. A checklist shall be provided for indicating the reason(s). (Effective September 1, 2006).

Members utilizing personal days for the purpose of professional development shall not have these days counted against their satisfactory attendance rating. Notification shall be given to the board no less than seventy-two (72) hours prior to the date of the conference/workshop. Proof of attendance shall be given either through proof of registration or certificate of attendance.

Teachers shall not be absent for reasons of personal leave during the first ten (10) days of the school year, the last ten (10) days of the school year except in case of extreme emergency on a case-by-case basis, and on any school day immediately preceding or following a school holiday or school vacation period.

- (1) All requests shall be submitted in writing to the Superintendent of Schools at least 48 hours in advance of the leave.
- (2) All requests shall contain the specific reason for the leave.
- (3) All requests for personal leave must be approved, in advance, by the Superintendent of Schools.

(4) The decision of the Superintendent in all matters concerning the granting or denial of such leave shall be final and not arbitrable.

- e. Employees shall not be charged personal days for conducting business related to vandalism, theft, and assault occurring on school property. When a teacher is required to go to East Orange Police Department, court or other law enforcement agency or a local county, state, or federal governmental agency, he/she shall not be charged personal days.

4. Opening and Closing of School

- a. All teachers are required to be present on the days preceding the opening of school and following the closing of school, as prescribed in the school calendar for each school year.
- b. Teacher absences under this section are to be included on the absence report and considered in the same way as for any other absence on days when school is in session.

5. Transfer of Sick Leave

- a. The Board of Education shall grant one half credit for any unused accumulative of sick leave days up to a maximum of 50 days that a newly employed teacher may have had in another school district in New Jersey at the time said teacher commenced employment with this Board of Education.
- b. Each such new teacher shall file with this Board within sixty (60 days) of the date of his/her new employment a certificate obtained from his prior employer stating such teachers' unused accumulation of sick leave days as of the date of such termination.
- c. The accumulation of sick leave days up to a maximum of 50 days from another school district shall be credited upon the receipt of said certificate and may be used immediately or accumulated for additional leave thereafter as may be needed.

- d. This policy shall be applicable to all such employees with accumulated sick leave who were employed by this Board of Education on or after September 1, 1989.
- 6. Other leaves of absence with pay may be granted by the Board for good reason. Examples of other leaves considered are for health, family matters, personal, etc.
- 7. Teachers shall be notified of their number of unused accumulated sick days not later than October 31.
- C. The Board and the Association agree to form a Task Force to negotiate procedures for improving staff attendance.
- D. **Family Leave Act (NJSA 34:11B-I et seq) Federal Family Leave Act (PL 103.3).** Teachers shall be entitled to use leave for family illness or the care of a new baby consistent with the law.
- E. **Sick Leave Reimbursement:**
As of July 1, 2004, a teacher upon service retirement or disability retirement with a minimum of twenty (20) years of service to the district upon certification of retirement from the Teachers Pension and Annuity Fund shall receive a lump sum payment equivalent to \$50.00 for each day of unused accumulated sick leave in excess of 75 accumulated days up to a maximum of 200 days and a \$10,000,000 cap. Said payment shall be made to the employee no later than sixty (60) days after his/her retirement date.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCE

A. Professional Service and/or Professional Growth

- 1. A leave of absence for one (1) year without pay may be granted after four (4) successive years of full time service for temporarily engaging in undertakings in the interest of professional service and/or professional growth.
- 2. This leave shall be for a full school year except in unusual circumstances.

B. Professional Association

The President of the Association and any other teacher elected to office in the East Orange Education Association, New Jersey Education Association, the Essex County Education Association, or the National

Education Association may upon request be granted a leave of absence without pay during their term of office.

C. Peace Corps, Vista, National Teacher Corps, Exchange Teacher, Scholarship

A leave of absence without pay for a period of up to two (2) years may be granted, upon request, to any teacher to meet the minimum requirements for service in the Peace Corps, Vista, the National Teachers Corps, or serve as an Exchange Teacher, or accepts a Fulbright Scholarship.

D. College or University Teaching

A leave of absence without pay for a period of up to one (1) year may be granted a teacher on tenure, upon request, to teach in an accredited college or university.

E. Military Leave

1. Military Leave without pay shall be granted to any teacher who enlists or is inducted in any branch of the Armed Forces of the United States for the period of initial enlistment of induction.
2. The rights and benefits to teachers on military leave shall be protected in accordance with Federal and State Law, and teachers taking such leave will be given credit upon returning to their former position for the period of such leave in terms of their positions, pension rights and increments, as if they had remained in their position in the District.
3. Teachers shall immediately notify the superintendent upon notification to call to military service.

F. Child Birth

Leaves of Absence for child birth shall be granted consistent with applicable law (use of sick time shall be as regulated by N.J.S.A. 18A:30-1).

1. Pregnant teachers shall notify the Superintendent of Schools of the condition of pregnancy as soon as the existence of such condition has been confirmed, but in no event later than the end of the fourth month of pregnancy. She shall also notify the Superintendent of the anticipated date of the delivery of the child.
2. Pregnant teachers shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leaves will commence no later than the start of the eighth month of pregnancy unless the teacher presents a statement from her physician stating that she is physically

capable of continuing her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe. Should the Board question the statement of the teacher's physician, it may require the teacher to submit to an examination by a physician to be designated by it and in cooperation with the teacher's attending physician; the teacher shall be required to submit to such examination. If there is a difference of opinion between the teacher's attending physician and the physician designated by the Board as to the ability of the teacher to continue to teach, the Essex County Medical Society shall designate an impartial third physician to make an examination and his determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be shared equally by the teacher and the Board.

3. A pregnancy leave shall be terminated no later than 30 calendar days following the date of the delivery of the child unless the physician of the teacher shall certify that the teacher's physical condition or capacity is such that the teacher's health would be impaired if the teacher were to continue teaching in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the physician of the teacher, but not beyond one year. Disagreements as to the teacher's condition shall be resolved as in the preceding paragraph.

In no event shall a teacher be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty.

4. A pregnancy leave of absence granted a non-tenured teacher may not be extended beyond the end of the contract school year in which the leave is obtained.
5. Teachers returning from pregnancy leaves of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

G. Child Rearing Leave

The Board will grant child rearing leaves without pay to any teacher upon request if the teacher complies with the following requirements and conditions:

1. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.

2. In the case of female teachers, the application for child rearing leave will become effectively immediately upon the termination of the disability period.
3. Child rearing leave will be for a period of up to one year immediately following the birth or adoption of the child, but such leave may, upon request of the teacher be extended for one additional year. Leaves commencing after March 1st shall not constitute the first year. Requests for extension of such leaves must be made at least three months prior thereof.
4. Where the birth or adoption of a child is anticipated during the first two months of a school year or new semester and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year or new semester.
5. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last two months of the school year or semester.
6. Application for child rearing leave shall be filed at least three months before the anticipated birth or adoption of the child.
7. Where a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, the purpose of such assignment being not to interfere with, interrupt or disrupt the instruction of the pupils, particularly where such pupils may have commenced the instruction with a teacher who was assigned to such pupils at the start of the school year.
8. A child rearing leave granted to a non-tenured teacher will not be extended beyond the end of the contract school year in which the leave is obtained.
9. Teachers returning from child rearing leaves shall not be entitled to any of the benefits to which teachers returning from pregnancy or other type of sick or disability leaves would be entitled, except that a teacher shall be entitled to return to a position in the District substantially equivalent to the one s/he held prior to going on leave and said teacher shall not lose previously accumulated unused sick leave days.

H. Health

Leaves of absence without pay for a period up to two (2) years duration may be granted to teachers on tenure for reasons of personal health.

I. Political Office

A leave of absence without pay may be granted to any tenured teacher for a period of two (2) months for purposes of campaigning immediately prior to an election, and a period not to exceed four (4) years to serve in an elected public office.

J. Professional Development

The Board reserves the right to grant paid leaves of absence for purposes of professional development. The length of the leave and all terms and conditions of the leave shall be determined by the Board. The number of leaves granted, the length of such leaves, the amount of compensation paid during such leaves, and all matters related to such leaves shall be determined by the Board. All decisions related to such leaves shall be at the sole discretion of the Board and shall not be grievable nor arbitrable.

K. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

L. Miscellaneous

1. Any teacher on an extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave be entitled to return to a position in the District substantially equivalent to the one s/he held prior to going on leave. The Board shall grant previously accumulated unused sick leave days to all returning teachers.
2. Any teacher on an extended leave of absence shall be placed on the salary guide at the level s/he would have achieved if s/he had not been absent, when such leave is taken for reason of Professional Service and/or Professional Growth (Section A); Professional Association (Section B); Peace Corps, Vista National Teacher Corps, Exchange Teacher, Scholarship (Section C); College or University Teaching (Section D); Military Leave (Section E); Pregnancy Leave (Section F).
3. A teacher shall not receive increment credit for an extended leave of absence when such leave is taken for reason of Child Rearing Leave (Section G); Health (Section H); Political Office (Section I); Other Leaves (Section J).

ARTICLE IX - INSURANCE

The Board shall provide the following insurance benefits for all teachers covered by this Agreement:

A. Accident Insurance

1. The Board shall carry secondary accident insurance which covers the following teachers who are authorized to transport children in their own cars or on buses to and from school activities: Nurses, psychologists, social workers, speech correctionists, learning disability teacher consultants, counselors, coaches, and other teachers who have received in advance written approval from the Superintendent or his or her designated representative.
2. No other teachers shall transport children.
3. Teachers shall not request the use of parents' cars for school purposes.

B. Liability Insurance

1. The Board shall carry liability insurance to protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason or alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, provided such employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board.
2. The Board agrees to save harmless as provided by N.J.S.A. 18:5-50.4.

C. Group Insurance

The Board shall provide:

1. The required membership of each teacher in the N.J.S.T.P. and A.F., which carries with it group life insurance equal to 1 ½ times the contract salary.
2. Upon retirement this becomes a paid-up policy equal to 3/16 of the final year's salary.
3. Each teacher may elect to carry additional Group Life Insurance equal to another two (2) times the contract salary by having a nominal

monthly premium included with the pension deductions. This coverage is mandatory for the first year of teaching in New Jersey.

4. In 1961 the State Pension Board agreed to award an extra 3/16 of salary paid-up insurance on retirement to those who carried the extra Group Life Insurance.
5. The Board shall contribute one hundred percent (100%) of the full premium for each teacher and building based substitute for the individual plan or the family plan for Blue Cross, Blue Shield, Rider "J" and Major Medical or equivalent coverage.
6. The Association agrees to replace the existing private prescription plan with the stand-alone School Employees Health Benefits Prescription Plan from Horizon Blue Cross Blue Shield of New Jersey (Card Plan).
7. The Board agrees to continue paying for dependent coverage for 25+ years retirees.
8. Beginning November 1, 1985, the Board shall provide and pay 100% of the full premium for each teacher family dental plan.
9. The Board agrees to provide health benefits for retirees in accordance with the provisions of Chapter 88, PL 1974.

ARTICLE X - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. New Jersey Education Association State Convention

1. The Board and the Association agree to encourage teachers to attend the annual New Jersey Education Association Convention.
2. By state law, teachers are permitted to take time to attend this convention at full compensation. Because a large number of teachers attend each year, schools shall be closed during the convention.
3. Those who do not attend the convention may substitute an appropriate activity of educational value.
4. In either case, whether the teacher attends to conversation or engages in some other educational activity, she/he shall not be required to submit to his/her principal an account of what s/he did or a certificate of attendance at the convention.

B. Professional Growth

1. The Board of Education shall pay the expenses and a BOE/EOEA task force shall develop the manner in which this compensation shall be given to teachers for expenses incurred in connection with any courses, workshops, seminars, conferences, out-of-district training sessions or other such sessions which a teacher is required by the administration to take.
2. A written report on trips taken at the expense of the Board of Education must be provided the Superintendent of Schools within 10 working days following the trip.
3. The Board of Education shall reimburse the teacher(s) for expenses incurred on trips no later than sixty (60) calendar days after a written report has been provided to the Superintendent as referenced in paragraph 2 of this section.
4. For all new hires effective September 2010 – All new teachers prior to the start of the second year would be required to attend mandatory Professional Development during the last week in August, up to a maximum of 5 hours a day for 4 days. The third year would be voluntary. Teachers attending professional development shall be compensated at the summer school hourly rate.

C. Tuition Reimbursement

Any teacher who receives any tuition reimbursement during an academic year must remain in the Board's employment for three (3) full academic years after receipt of the tuition otherwise he/she shall be responsible for repaying the full amount of the tuition received. The only exception is if the employee is terminated for cause or non-renewal or reduction in force.

COURSE ELIGIBILITY: The Board agrees to provide tuition reimbursement to full-time teachers for graduate courses taken at an accredited college or university in areas which are directly related to their current assignment or which are approved by the Superintendent.

GRADE REQUIREMENT: To be eligible for reimbursement, teachers must obtain the Superintendent's approval of all courses. A grade of B or better must be achieved to be eligible for reimbursement. If the course is offered ONLY as Pass/Fail, a Pass must be achieved.

Reimbursement will be made on the basis of an official transcript being submitted to the Superintendent. Reimbursement shall be made only for tuition. Fees, books and other costs shall be the responsibility of the teacher.

The Board agrees to reimburse, for the 2011-2012, 2012-2013 & 2013-2014 school years, up to a maximum of six (6) credits at the Rutgers Spring Graduate tuition rate incurred by any certified teacher employed full time by the East Orange Board of Education who is not on sabbatical or any other extended leave.

DISTRICT EXPENDITURE LIABILITY: For the school years 2011-2012, 2012-2013 & 2013-2014, the aggregate tuition reimbursement shall be \$90,000. Any remaining funds shall be applied to succeeding years.

GUIDELINES FOR TUITION REIMBURSEMENT:

1. Application Procedure
 - a. Any member of the teaching staff may make an application in writing to the Superintendent of Schools or designee for approval of a course or courses to be taken during any school semester including summer sessions.
 - b. Such written request shall be submitted before the beginning of the course through five (5) calendar days following the first meeting of the course.
 - c. The Superintendent of Schools or designees shall acknowledge, in writing, receipt of the application.
 - d. Should the Superintendent of Schools or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the Reason(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Superintendent of Schools or designee.
2. Monetary Reimbursement:
 1. a. In year one (1) the \$90,000 annual tuition reimbursement allotment shall be divided into three equal shares as follows:
 1. Spring Semester - \$35,000
 2. Summer Semester - \$20,000
 3. Fall Semester - \$35,000
 - b. In year two (2) the \$90,000 annual tuition reimbursement allotment shall be divided into three equal shares as follows:
 1. Spring Semester - \$35,000
 2. Summer Semester - \$20,000
 3. Fall Semester - \$35,000

- c. In year three the \$90,000.00 annual tuition reimbursement allotment shall be divided into three equal shares as follows:
 1. Spring Semester - \$35,000
 2. Summer Semester - \$20,000
 3. Fall Semester - \$35,000
3. If the total cost of tuition reimbursement for any semester is equal to or less than the total amount of funds available, the maximum tuition reimbursement for each credit shall be at the Rutgers spring graduate tuition rate per credit per employee. Employees shall receive full reimbursement of tuition when such tuition is not calculated on a per credit basis.
4. If the total cost of tuition reimbursement for any semester exceeds the amount allotted for that semester, then employees shall receive an amount in accordance with the rate in paragraph 1a, 1b or 1c above. However, that amount shall be prorated according to the following formula: the total amount of funds available divided by the total amount of funds approved.
5. If the total amount of funds used in any trimester is less than the trimester allotment, then, the excess funds will be carried over into the next semester.

Reimbursement Procedure

- a. Under the provisions of the tuition reimbursement procedure, eligible staff members are required to pay for courses taken up registration for the course(s). Eligible staff members will be reimbursed for tuition costs upon successful completion of the course(s) in accordance with the guidelines adopted herein.

The deadlines for the submission of requests for tuition reimbursement shall be as follows:

October 30 th	Summer Semester
February 15 th	Fall Semester
July 30 th	Spring Semester

- b. Reimbursement for said course(s) shall be in the manner set forth below:
 1. In order for an applicant to receive reimbursement, the applicant shall submit to the Superintendent of Schools or designee copies of the following:

- a. a college statement of costs (bill)
 - b. itemized receipt, cash voucher, or original canceled check (front and back)
 - c. official proof of successful completion of the course(s) for which reimbursement is sought in the form of an official school transcript.
2. All documents substantiating claims for tuition reimbursement shall be submitted to the Superintendent of Schools or designee as one package after completion of the course(s).
3. Reimbursement shall be made within sixty (60) days of receipt of the above-mentioned package of materials. Reimbursement for courses taken in the summer shall be provided in September provided the staff member returns to the District as an appointed employee.
4. As payment for said courses is a reimbursement of expenses rather than additional earned income, payments to eligible staff members under the provisions of this agreement shall be made by a check separate from any salary of payroll check.

Association Notification: The Association shall receive tuition reimbursement reports for the summer, fall and spring semesters as applicable. The report shall be in the same format as prepare for the Superintendent of Schools or his designee. Grievances related to any and all aspects of tuition reimbursement shall end at the level of the Board of Education.

ARTICLE XI - TEACHING HOURS AND TEACHING LOAD

A. Length of School Day

1. The length of the teaching day shall be of a time necessary for teachers to meet their responsibilities as professional employees.
2. Teachers shall be on duty fifteen (15) minutes before school begins and remain fifteen (15) minutes after the dismissal of classes as the discharge of their professional responsibilities require.
3. All teachers shall have a duty-free lunch period daily, with no teacher having fewer than forty (40) consecutive minutes. The Board and Association agree to encourage elementary staff to review the allocation of instructional and lunchtime within the work day. It is understood that any reduction to lunch time would be matched with appropriate adjustments in the work day.
4. Building based teachers may be required to remain after the end of the regular workday, without additional compensation no more than three (3) days per month for other professional meetings involving total staff. Such

meetings shall begin no later than fifteen (15) minutes after the student dismissal time. The total time of these meetings shall not exceed 240 minutes per month and no meeting shall exceed 90 minutes. Except in cases of an emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early. Special area meetings (i.e., department meetings, etc.) may be called by building principal when an urgent need therefore exists.

5. Meetings which take place after the regular in-school work-day and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or vacation period or other day upon which teacher attendance is not required at school.
6. The Board shall pay the contractual hourly rate for required in-service meetings up to a maximum of three (3) hours per month, with no one (1) meeting running past 5:00 p.m. In-service meetings on week-ends shall be voluntary, but, if attended shall be compensated as outlined above. Exceptions to attendance at required in-service programs shall be dealt with on an individual basis with the Asst. Superintendent's decision being final.

B. Teaching Hours

1. All secondary school teachers shall have at least one (1) regular class period of preparation time each school day during which time they shall not be assigned to other duties except in an emergency.
2. An elementary teacher may leave or remain in his/her classroom when a special teacher is in charge of the class. The time a special teacher is in the classroom may be used by the regular teacher as preparation time. All elementary teachers shall have minimum preparation time, during which they shall not be assigned other duties except in an emergency, as follows:

Kindergarten – Grade 6 = 40 consecutive minutes prep time per day.
Grades 7/8 = 5 periods per week.

The Association agrees that the Board shall have the right to provide additional preparation time and that such decision by the Board shall be final.

3. The Board of Education shall give all ~~Pre-K-12~~⁰ grade teachers a discretionary check in the following amounts: \$53.25 for 2011-2012; \$54.50 for 2012-2013; and \$54.50 for 2013-2014. These funds shall be over and above those which are supplied through the usual channels. The discretionary check shall be increased annually by rate of settlement.

4. The Board shall have the right to restructure the internal elements of the work day without additional compensation, as long as the gross work day is not increased. If the gross work day is increased through an increase in pupil-teacher contact time, the Board agrees to compensate teachers at a rate to be determined.

The Board agrees to compensate kindergarten teachers who work an extended day (one extra hour) a total of \$4,000 for the year. Such additional compensation shall be made a part of the base salary and shall be included in the salary for pension purposes.

Teachers who work the extended kindergarten day for less than the full school year shall be compensated proportionately.

C. Teaching Load

Reasonable duties assigned teachers over and beyond their teaching duties performed during the normal day shall be counted as part of their teaching load.

D. Extra Compensation – All payments listed below shall be effective unless otherwise specified.

1. HIGH SCHOOL/MIDDLE SCHOOL

a. EXTRA CLASS COVERAGE: SHORT TERM (1-5 CONSECUTIVE DAYS)

- i. \$40.00 per period effective September 2011;
\$41.00 per period effective September 2012 and;
\$41.00 per period effective September 2013 when
when assigned an additional class instead of a
Preparation Period or a Lunch Period.
- ii. \$33.00 per period effective September 2011;
\$34.00 per period effective September 2012 and;
\$34.00 per period effective September 2013 when
when assigned a sixth class instead of a
supervisory period.
- iii. \$34.00 per period effective September 2011;
\$35.00 per period effective September 2012 and;
\$35.00 per period effective September 2013 when
when assigned a combined class.
- iv. Split Class
 1. Non-inclement weather day: \$140.00 per day for
the 2011-12 school year; \$143.00 per day for the

- 2012-13 school year and \$143.00 per day for the 2013-14 school year shall be divided among all teachers who are assigned students for a split class.
2. Inclement weather day: \$140.00 per day for the 2011-12 school year; \$143.00 per day for the 2012-13 school year and \$143.00 per day for the 2013-14 school year shall be divided among all teachers when teachers are assigned students for a split class. Extra compensation for a split class or for additional students shall be paid only when the number of students in the reorganized class exceeds the number of students normally assigned to the teacher for that class period or for that school day.
- v. \$40.00 per period effective September 2011; \$41.00 per period effective September 2012; and \$41.00 per period effective September 2013; when assigned class coverage that extends the work day beyond 6 hours and 55 minutes.
 - vi \$33.00 per period effective September 2011; \$34.00 per period effective September 2012; and \$34.00 per period effective September 2013; when assigned supervision coverage that extends the work day beyond 6 hours and 55 minutes.
- b. EXTRA CLASS LOAD: LONG TERM
(COMMENCEMENT, 6TH CONSECUTIVE DAY)
 - i. Teachers in middle/high schools shall receive \$40.00 per period effective September 2011; \$41.00 per period effective September 2012; and \$41.00 per period effective September 2013 or \$7,193 (2011); \$7,337 (2012) and \$7,337 (2013) per annum for each class assigned in addition to their regular teaching assignment. Teachers shall be paid for each day actually worked during each pay period. To be eligible for the full annual payment, teachers must have an annual attendance rate of 96.5 percent or higher (absences for jury duty or workers' compensation shall not be included in the calculation). An attendance rate of 96.5 per cent equals not more than 6.5 days of absence.

- ii. The following language shall apply to teachers who are assigned to one or more schools with different grade level groupings.

The rate of compensation shall be a fraction of the number of teaching periods that comprise the day of the school of the major teaching assignment (denominator or bottom number) versus the number of teaching periods that comprise the minor teaching assignment (numerator or top number) times the annual rate for long term extra compensation.

FORMULA: # of teaching periods that comprise minor teaching assignment divided by the # of teaching periods that comprise major teaching assignment times \$7,193 (2011-12); \$7,337 (2012-13) and \$7,337 (2013-14).

- iii. Teachers who are assigned an additional class (in lieu of a preparation period) and who are required to work more than 6 hours and 55 minutes per day shall be paid at the following rates:

\$40.00 effective September 2011;
\$41.00 effective September 2012;
\$41.00 effective September 2013.

for the sixth teaching assignment as well as
\$33.00 **per hour** effective September 2011;
\$34.00 **per hour** effective September 2012;
\$34.00 **per hour** effective September 2013.

for the time worked in excess of 6 hours and 55 minutes.

- iv. Compensation for a teacher who works a 9-period day with 2 supervisions, 1 preparation and 1 lunch shall be
\$25.00 effective September 2011;
\$26.00 effective September 2012;
\$26.00 effective September 2013.

for the additional supervision period plus

\$33.00 **per hour** effective September 2011;
\$34.00 **per hour** effective September 2012;
\$34.00 **per hour** effective September 2013.

for time worked in excess of 6 hours and 55 minutes.

- v. Compensated for a teacher who teaches seven (7) periods shall be:
 - \$42.00 effective September 2011;
 - \$43.00 effective September 2012;
 - \$43.00 effective September 2013;

per period plus

- \$33.00 **per hour** effective September 2011;
 - \$34.00 **per hour** effective September 2012;
 - \$34.00 **per hour** effective September 2013.

for time worked in excess of 6 hours and 55 minutes.

2. ELEMENTARY SCHOOLS

a. EXTRA CLASS COVERAGE: SHORT TERM (1-5 CONSECUTIVE DAYS)

- i. \$40.00 effective September 2011;
\$41.00 effective September 2012;
\$41.00 effective September 2013;
when assigned an additional class instead of a Preparation Period or a Lunch Period.
- ii. \$33.00 effective September 2011;
\$34.00 effective September 2012;
\$34.00 effective September 2013;
when assigned a combined class.

iii. Split Class

- 1. Non-inclement weather day: \$140.00 per day for the 2011-12 school year, and \$143.00 per day for the 2012-13 school year and \$143.00 per day for the 2013-14 school year shall be divided among all teachers who are assigned students for a split class.
- 2. Inclement weather day: \$140.00 per day for the 2011-12 school year, and \$143.00 per day for the 2012-13 school year and \$143.00 per day for the 2013-14 school year shall be divided among all teachers when teachers are assigned students for a split class. Extra compensation for a split class or for additional students shall be paid only when the number of students in the reorganized class

exceeds the number of students normally assigned to the teacher for that class period or for that school day.

b. EXTRA CLASS LOAD: LONG TERM
(COMMENCEMENT, 6TH CONSECUTIVE DAY)

- i. Teachers in elementary schools shall receive \$40.00 per period effective September 2011; \$41.00 per period effective September 2012 and \$41.00 per period effective September 2013 or \$7,193 (2011), \$7,337 (2012) and \$7,337 (2013) per annum for each class assigned in addition to their regular teaching assignment. Teachers shall be paid for each day actually worked during each pay period. To be eligible for the full annual payment, teachers must have an annual attendance rate of 96.5 percent or higher (absences for jury duty or workers' compensation shall not be included in the calculation). An attendance rate of 96.5 per cent equals not more than 6.5 days of absence.
- ii. The following language shall apply to teachers who are assigned to one or more schools with different grade level groupings.

The rate of compensation shall be a fraction of the number of teaching periods that comprise the day of the school of the major teaching assignment (denominator or bottom number) versus the number of teaching periods that comprise the minor teaching assignment (numerator or top number) times the annual rate for long term extra compensation.

FORMULA: # of teaching periods that comprise minor teaching assignment divided by the # of teaching periods that comprise major teaching assignment times \$7,193 (2011-12), \$7,337 (2012-13) or \$7,337 (2013-14)

HYBRID SCHOOLS – Schools that have elementary, middle school and/or high school certificated staff teaching at an elementary, middle or high school level.

a. EXTRA CLASS COVERAGE: SHORT TERM (1-5
CONSECUTIVE DAYS)

- i. \$40.00 effective September 2011;
\$41.00 effective September 2012;
\$41.00 effective September 2013;
when assigned an additional class instead of a
Preparation Period or a Lunch Period.
- ii. \$33.00 effective September 2011;
\$34.00 effective September 2012;
\$34.00 effective September 2013;
when assigned a sixth class instead of a supervisory
period.
- iii. \$34.00 effective September 2011;
\$35.00 effective September 2012;
\$35.00 effective September 2013;
when assigned a combined class.
- iv. Split Class
 - 1. Non-inclement weather day: \$140.00 per day for
the 2011-12 school year, and \$143.00 per day for
the 2012-13 school year and \$143.00 per day for
the 2013-14 school year shall be divided among all
teachers who are assigned students for a split class.
 - 2. Inclement weather day: \$140.00 per day for the
2011-12 school year, and \$143.00 per day for the
2012-13 school year and \$143.00 per day for the
2013-14 school year shall be divided among all
teachers when teachers are assigned students for a
split class. Extra compensation for a split class or
for additional students shall be paid only when the
number of students in the reorganized class
exceeds the number of students normally assigned
to the teacher for that class period or for that school
day.
- v. \$40.00 per period effective September 2011;
\$41.00 per period effective September 2012; and
\$41.00 per period effective September 2013.
when assigned class coverage that extends the work
day beyond 6 hours and 55 minutes.
- vi \$33.00 per period effective September 2011;
\$34.00 per period effective September 2012; and
\$34.00 per period effective September 2013.

when assigned supervision coverage that extends the workday beyond 6 hours and 55 minutes.

b. EXTRA CLASS LOAD: LONG TERM
(COMMENCEMENT, 6TH CONSECUTIVE DAY)

- i. Teachers in middle/high schools shall receive \$40.00 per period effective September 2011; \$41.00 per period effective September 2012; and \$41.00 per period effective September 2013 or \$7,193 (2011-12); \$7,337 (2012-13) and \$7,337 (2013-14) per annum for each class assigned in addition to their regular teaching assignment. Teachers shall be paid for each day actually worked during each pay period. To be eligible for the full annual payment, teachers must have an annual attendance rate of 96.5 percent or higher (absences for jury duty or workers' compensation shall not be included in the calculation). An attendance rate of 96.5 per cent equals not more than 6.5 days of absence.

- ii. The following language shall apply to teachers who are assigned to one or more schools with different grade level groupings.

The rate of compensation shall be a fraction of the number of teaching periods that comprise the day of the school of the major teaching assignment (denominator or bottom number) versus the number of teaching periods that comprise the minor teaching assignment (numerator or top number) times the annual rate for long term extra compensation.

FORMULA: # of teaching periods that comprise minor teaching assignment divided by the # of teaching periods that comprise major teaching assignment times \$7,193 (2011-12), \$7,337 (2012-13) or \$7,337 (2013-14).

- iii. Teachers who are assigned an additional class (in lieu of a preparation period) and who are required to work more than 6 hours and 55 minutes per day shall be paid at the following rates:

\$40.00 effective September 2011;
\$41.00 effective September 2012;

and

\$41.00 effective September 2013;
for the sixth teaching assignment as well as

\$33.00 **per hour** effective September 2011;
\$34.00 **per hour** effective September 2012;
\$34.00 **per hour** effective September 2013
for the time worked in excess of 6 hours and 55
minutes.

- iv. Compensation for a teacher who works a 9-period day
with 2 supervisions, 1 preparation and 1 lunch shall be

\$25.00 effective September 2011;
\$26.00 effective September 2012;
\$26.00 effective September 2013

for the additional supervision period plus

\$33.00 **per hour** effective September 2011;
\$34.00 **per hour** effective September 2012;
\$34.00 **per hour** effective September 2013

for time worked in excess of 6 hours and 55 minutes.

- v. Compensation for a teacher who teaches seven (7)
periods shall be:

\$42.00 effective September 2011;
\$43.00 effective September 2012;
\$43.00 effective September 2013

per period plus

\$33.00 **per hour** effective September 2011;
\$34.00 **per hour** effective September 2012;
\$34.00 **per hour** effective September 2013
for time worked in excess of 6 hours and 55 minutes.

4. MISCELLANEOUS LANGAUGE

- a. The hourly rate of extra compensation for the term of this
contract shall be \$32.00 per hour effective September
2011; \$33.00 per hour effective September 2012; and
\$33.00 per hour effective September 2013 *The
elementary lunch supervisor rate shall be \$38.00 per hour

effective September 2011; \$39.00 per hour effective September 2012; and \$39.00 per hour effective September 2013.

- b. No compensation for staff who choose to come in early for the "0" period and leave early, and for those who come late in the AM for an assignment at the end of the day. Such schedules shall be developed to provide for (8) eight consecutive periods per day.

- c. **Special Rates** – Where there are 2 teachers in a class (i.e., K-I transitional – Co-op etc.) the hourly rate shall be \$23.00 effective September 2011; \$23.50 effective September 2012; and \$23.50 effective September 2013 per hour of student contact time shall be paid after 10 consecutive days of absence of one of the teachers-pay to commence on the 11th day. Pay for 6th period short term is \$33.00 per hour effective September 2011; \$34.00 per hour effective September 2012; and \$34.00 per hour effective September 2013. If the time extends beyond 30 school days pay changes to

\$40.00 effective September 2011;
\$41.00 effective September 2012;
\$41.00 effective September 2013

retroactive to first day.

- d. Any nurse who is required by the Superintendent to provide services to another school, in addition to his/her regular assignment for the school year, shall be entitled to per diem extra compensation at the rate of

\$104.00 effective September 2011;
\$106.00 effective September 2012;
\$106.00 effective September 2013

per day. Compensation shall begin on the sixth (6th) consecutive day and shall continue for the duration of the assignment. The compensation outlined above shall be the only extra compensation received during the assignment period.

- e. The Board reserves the right to require non-classroom teachers to work a flex schedule by reporting earlier or

staying later than the regular school day of the school to which they are assigned, without additional compensation. It is agreed that the non-classroom teachers who work the flex schedule will work hours which are consistent with the arrival and departure of students, ie fifteen (15) minutes before and fifteen (15) minutes after students.

- f. The Board shall provide an optional twelve month pay schedule for ten month teachers.

5. **DEFINITIONS**

- a. **Lunch/Preparation Period** – a period of time whereby the teacher is scheduled for a duty-free non-pupil contact period.
- b. **Supervisory Period** – a period during the regularly scheduled day during which teachers are assigned to perform duties such as Cafeteria Duty (not to be confused with teachers performing cafeteria duty in lieu of lunch or prep), Hall Duty, In School Suspension, Study Hall, Office Duty, Play Ground Duty, Bus Duty.
- c. **Split Class** – A split class shall be defined as a class of students that have been assigned to a number of teachers.
- d. **Combined Class** – a situation whereby a teacher is assigned one or more whole classes in addition to his/her regular class.
- e. **Inclement Weather** – weather conditions, such as ice, snow, sleet, heavy rain, and hurricanes/tornadoes not excluding any other weather-related conditions; that present potentially unsafe driving conditions.

E. Building Based Subs (BBS)

- 1. Pay rate shall be as follows:
 - a. 2011-12 per diem rate shall be \$140.00.
 - b. 2012-13 per diem rate shall be \$143.00.
 - c. 2013-14 per diem rate shall be \$143.00.

F. Summer school teachers shall be paid at the hourly rate.

Article XII - TEACHERS EMPLOYMENT

**A. Credit for Prior Experience-
New Teachers**

1. Full credit on the current Teacher Salary Guides shall be given to all new teachers for all verified, contracted previous satisfactory teaching experience in a duly accredited public and/or private elementary or secondary school, if such experience is in the same area as for which the teacher is being hired.
2. Each new teacher shall be placed on his proper step on the current Teacher Salary Guides upon verification of all contracted previous satisfactory teaching experience in a duly accredited public and/or private elementary or secondary school by the chief school administrator, or his/her designated representative, of the school(s) or school district(s) in which he/she was previously employed.
3. To receive credit for one year of teaching experience, a teacher shall have been under contract at least eight months of the school year. To receive credit for one-half year, a teacher shall have been under contract for at least four months of the school year.

B. Credit for Other Experience

1. The Board and the Association recognize the value of experience outside the specific area of employment and agree that some credit should be granted for related verified full-time contracted experience in other than a duly accredited public and/or private elementary or secondary school.
2. Additional credit-not to exceed four (4) years shall be granted for active military service.
3. Where such experience is not in the same area as that for which the teacher is being hired, such credit will be granted as follows: Full credit for the first three (3) years and half (1/2) credit for all remaining years.

- C. All validations of prior and/or related experience shall be forwarded directly to the Superintendent of Schools on the official stationery of the previous employing agency within 30 calendar days after the teacher's appointment or proof of the request (return receipt) shall be submitted to the Superintendent of Schools within 30 days after appointment.

- D. Teachers shall be notified, in writing, of their contract and salary status no later than May 15.

ARTICLE XIII - TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their class and/or subject assignments, building assignments for the forthcoming year as early as possible before the end of the current school year. Notice of assignments to new teachers shall be given as soon as practicable after they are appointed by the Board.
1. As soon as practicable, the superintendent or his/her designated representative shall give notice of assignment to each teacher employed as a reserve teacher.
 2. Teachers who remain unassigned on September 1 shall be entitled to full teacher benefits.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments occur after such notification, any teacher affected shall be notified in writing as soon as practicable.
- C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel on the approval of the Board on the recommendation of the Superintendent of Schools at the current OMB recommended rate.

ARTICLE XIV - VOLUNTARY TRANSFER AND REASSIGNMENT

- A. Within three (3) school days after the Board has determined the existence of a teaching vacancy during the school year, the superintendent shall distribute a list of such vacancies, a copy of which shall be (1) sent to the Association and (2) posted in each school building by the building principal.
- B. A teacher who desires a change in grade assignment, a change in subject assignment, or a transfer to another school building, shall adhere to the following procedures:

1. Within five (5) school days from date of posting, discuss his/her desire for transfer or reassignment with his/her existing building principal and/or principal of the building to which the teacher is seeking a transfer or reassignment.
 2. File a written statement of his/her desire to transfer or be reassigned with the superintendent.
 3. File a request for transfer or reassignment at anytime a vacancy exists for the following school year.
 4. Include in the request the specific grade level, subject area, or school building to which s/he is seeking transfer or reassignment.
 5. State in order of preference, the grade levels, subject areas, or buildings the existing vacancies to which s/he might want to be transferred.
- C. The superintendent of his/her designated representative, shall review the teacher's request for transfer or reassignment and arrive at a decision as soon as practical, but no later than sixty (60) days after the superintendent has received a request for transfer or reassignment.
- D. Teachers shall be informed in writing of the Board's decision relative to their request for transfer and/or reassignment.

ARTICLE XV - TEACHER EVALUATION

- A. The purpose of teacher evaluation shall be to assist teachers to develop and to strengthen their professional abilities through an assessment of strengths and weaknesses. Teacher evaluation shall be a process through which the principal provides guidelines, suggests ways to overcome difficulties, makes commendations, and determines the progress of a teacher's professional performance.
- B. Teacher evaluation shall be an ongoing process, which involves all teacher-principal professional relationships, including, but not limited to, classroom visitation, staff meetings, conferences, etc. This process is not designated to constitute a threat to effective principal-teacher relationships.
- C. All evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. Evaluation for non-tenure teachers shall be written at least three times each year on forms to be provided. The first evaluation shall be completed

before November 1, the second before January 15 and the third before March 15 of each school year.

- E. Evaluation for tenure teachers shall be written at least once each year on forms to be provided. The evaluation shall be completed before March 30 of each school year.
- F. The minimum basic procedure leading to evaluation of teachers shall include the following:
 - 1. Teachers shall be informed of the identity of their evaluators prior to the first evaluation.
 - 2. The evaluators shall visit each teacher in the classroom several times during each school year and record the general nature of visitations on a form to be provided, with a copy for the teacher. These reports shall not be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher, the teacher shall be signature attest that the conference was held. Such signature by the teacher may not necessarily indicate approval of the evaluation. The teacher may make written comments about these reports, but no teacher shall be required to sign a blank or incomplete evaluation form.
 - 3. At least three times each year in the case of non-tenure teachers, evaluator(s) shall schedule a formal evaluative interview with each teacher the first prior to November 1, the second before January 15 the third before March 15 of each school year.
 - 4. At least once each year in the case of a tenure teacher, evaluators shall schedule a formal evaluative interview with each teacher prior to April 2.
 - 5. In each evaluative interview, evaluator(s) and the teacher will discuss matters pertaining to the teacher's growth and development in professional abilities and make an assessment of the teacher's strengths and weaknesses. The interview shall include a discussion of pupil growth and achievement, the teacher's instructional skills, and his/her professional attributes.
 - 6. The result of all formal conferences and evaluative interviews, with recommendations that teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, shall be recorded with copies to the teacher. Signature of teacher does NOT necessarily imply agreement with the

contents of the report. A teacher shall be required to sign these reports; however, no teacher shall be required to sign the reports prior to having been given an opportunity to read these reports.

7. In the event a teacher does not agree with the evaluator(s) evaluation, the disagreement must be submitted in writing on a form to be provided, with copies for the teacher, the principal, and the superintendent. These rebuttals must be filed within ten (10) days after the signing of the evaluation.
 8. The evaluator(s) shall maintain a cumulative record of all pertinent data relating to each teacher. This file shall be available for the teacher's review. The teacher may write comments and have them included in the file.
 9. In the case of special area teachers assigned to more than one building, the Director or Assistant Director of the special area shall be responsible for evaluations of the teacher's professional growth and development. All evaluative conferences shall be conducted for these teachers in the manner prescribed above.
 10. A teacher may request, in writing, visits by an evaluator whenever the teacher feels that such visits will assist in the evaluation process.
 11. Complaints regarding a teacher made to any member of the administration, by a parent, student or other person which may be used in any manner in evaluating a teacher shall be processed according to the Complaint Procedure.
- G. The evaluator(s) recommendations may include such factors as appearance, voice manner, health, scope of interest, cooperation, attitude, professional interests, planning and preparation, teaching techniques, ability to manage, pupil growth and achievement, regularity and promptness of school attendance, etc.
- H. Grievances concerning decisions by the Board of Education to terminate non-tenure teachers or to withhold increments and/or increase of all teachers may be processed to Level 4 of the Grievance Procedure.

For information only: Satisfactory evaluations shall be prerequisite to granting of all increases and/or increments in salaries.

*Required by N.J.A.C. 6A:3-4.1

ARTICLE XVI - COMPLAINT PROCEDURE

A. Procedural Requirement:

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedures outlined below:

B. Meeting with Principal or Immediate Superior:

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation:

The teacher has the right to be represented at any meetings or conferences regarding such complaint.

D. Procedure:

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step Two.

Step 2: Any complaint unresolved under Step One, at the request of the teacher or the complainant, shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step Two may be submitted in writing by the complainant or the teacher to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his/her designee and the complainant or teacher.

Step 4: Upon receipt of the written complaint the Superintendent or his/her designee shall confer with the teacher.

Step 5: If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher s/he shall forward the results of his investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6: After receipt of the findings and recommendations of the Superintendent of his/her designee, and before action thereon, the

Board shall afford the parties the opportunity to meet with the board and show cause why the recommendations of the Superintendent of his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

- E. In the absence of any violations of the procedures outlined in this article, decisions by the Board of Education are final.

ARTICLE XVII - PERSONNEL FOLDERS

- A. Every teacher shall have the right to inspect all material in his/her individual personnel folder, with the sole exception that all prehire material, both documents and letters, shall be treated as confidential and shall not be made available to the teacher. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
- B. The teacher shall have the right to submit written comments to all post-hire material contained in his/her individual personnel folder. These comments shall be reviewed by the Superintendent and shall become part of his/her personnel folder.
- C. A teacher shall have the right, upon request, to receive copies, at cost, of any documents contained in his/her personnel folder, subject to Section A above. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which s/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and the Superintendent's decision as to which documents shall be destroyed or retained shall be final and not grievable.
- D. The official personnel file shall be maintained in the office of the Superintendent or in the office of his/her designee.

ARTICLE XVIII - PROMOTIONS

- A. Whenever vacancies in positions which pay a salary differential occur, the Board agrees through the Office of the Superintendent of Schools, to publicize according to the procedures below. These positions include, but are not limited to, position of coordinators, supervisors, directors, principals, assistant principals, administrative assistants, department heads, specialists, special project teachers, pupil personnel services.

- B. All vacancies determined by the Board in promotional positions shall be publicized by the superintendent or his/her designated representative in accordance with the following procedure:
1. When school is in session, all vacancies shall be advertised within the East Orange School District within three (3) school days of the occurrence of the vacancy.
 2. Such advertisement shall be in the form of a notice to be posted by the principal of each school.
 3. Such notice shall be posted in each school as far in advance as practicable, but in no event less than five (5) school days before the final date when applicable must be submitted.
 4. A copy of such notice shall be given by the superintendent to the Association at the time of posting.
- C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the administrator named in the written notice within the time limit specified therein. The administrator named in the notice shall acknowledge promptly in writing, the receipt of all such applications.
- D. 1. Teachers who desire to apply for promotional positions which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer.
2. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable but in no event fewer than seven (7) days before the final date when applications must be submitted.
 3. The superintendent shall forward a copy of the notice of promotional positions to be filled during the summer period to the Association and post same at the central administrative office.
- E. Written notices of vacancies shall include the qualifications for the position, its duties, and the rate of compensation.

ARTICLE XIX - TEMPORARY SPECIAL ASSIGNMENTS

- A. Placement of personnel on a temporary special assignment remains the prerogative of the Board. Temporary special assignments shall be construed to mean any assignment of not more than one (1) school year duration and which does not carry a salary differential. The Board agrees, through the office of the Superintendent of Schools, to publicize such positions, with copies to the Association, and post the positions in the District.

**ARTICLE XX – EXTRA COMPENSATION GUIDES
2011 – 2014**

Guide #1 - Head Football & Basketball

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	6,646	6,779	6,779
2	9,178	9,362	9,362
3	10,013	10,213	10,213
4	10,745	10,960	10,960
5	13,153	13,416	13,416

Guide #1A- Asst. Football & Basketball

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	5,701	5,815	5,815
2	6,675	6,809	6,809
3	7,162	7,305	7,305
4	7,570	7,721	7,721
5	7,656	7,809	7,809

**Guide #2- Head Baseball, Softball, Wrestling,
Indoor & Outdoor Track & Soccer**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	6,839	6,976	6,976
2	7,570	7,721	7,721
3	8,303	8,469	8,469
4	9,038	9,219	9,219
5	10,414	10,622	10,622

**Guide #2A- Asst. Baseball, Softball, Wrestling,
Indoor & Outdoor Track & Soccer**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	4,866	4,963	4,963
2	5,606	5,718	5,718
3	6,340	6,467	6,467
4	7,073	7,214	7,214
5	9,427	9,616	9,616

**Guide #3- Head Cross Country, Lacrosse,
Swimming, Field Hockey & Gymnastics**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	5,853	5,970	5,970
2	6,605	6,737	6,737
3	7,330	7,477	7,477
4	8,059	8,220	8,220
5	10,412	10,620	10,620

**Guide #3A- Asst. Head Cross Country, Lacrosse,
Swimming, Field Hockey & Gymnastics**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	3,908	3,986	3,986
2	4,392	4,480	4,480
3	4,883	4,981	4,981
4	5,372	5,479	5,479
5	5,865	5,982	5,982

**Guide #4- Head Volleyball (Boys & Girls),
Tennis (Boys & Girls), Golf & Bowling**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	4,075	4,157	4,157
2	4,357	4,444	4,444
3	4,965	5,064	5,064
4	5,578	5,690	5,690
5	6,187	6,311	6,311

**Guide #4A- Asst. Volleyball (Boys & Girls),
Tennis (Boys & Girls), Golf & Bowling**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	3,085	3,147	3,147
2	3,454	3,523	3,523
3	3,942	4,021	4,021
4	4,362	4,449	4,449
5	4,938	5,037	5,037

Trainer (Per Year)

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	10,098	10,300	10,300
2	12,053	12,294	12,294
3	14,005	14,285	14,285
4	15,963	16,282	16,282
5	17,915	18,273	18,273

Football Photographer

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,765	2,820	2,820
2	3,094	3,156	3,156
3	3,423	3,491	3,491
4	3,744	3,819	3,819
5	4,075	4,157	4,157

Head Band

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	5,131	5,234	5,234
2	5,616	5,728	5,728
3	5,688	5,802	5,802
4	6,593	6,725	6,725

Assistant Band

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	3,423	3,491	3,491
2	3,744	3,819	3,819
3	4,075	4,157	4,157
4	4,392	4,480	4,480

Cheerleader - Two (2) Seasons

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	4,392	4,480	4,480
2	4,883	4,981	4,981
3	5,372	5,479	5,479

Music/Drama Director

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	4,236	4,321	4,321
2	4,724	4,818	4,818
3	5,210	5,314	5,314
4	5,750	5,865	5,865

Honor Guard, Twirlers, Drill Team, Pom-Pom Squad

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,765	2,820	2,820
2	3,094	3,156	3,156
3	3,423	3,491	3,491
4	3,744	3,819	3,819

**Yearbook Manager & Advisor, Treasurer
(Campus H.S., Tyson & Adult School)**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	6,351	6,478	6,478
2	6,839	6,976	6,976
3	7,328	7,475	7,475

Athletic Equipment Manager

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,118	2,160	2,160
2	2,280	2,326	2,326
3	2,445	2,494	2,494
4	2,600	2,652	2,652
5	2,765	2,820	2,820

Student Council (HS & Adult School)

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	4,639	4,732	4,732
2	4,965	5,064	5,064
3	5,290	5,396	5,396

Newspaper Advisor

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	5,372	5,479	5,479
2	5,865	5,982	5,982
3	6,351	6,478	6,478

Newspaper Manager

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,685	2,739	2,739
2	2,930	2,989	2,989
3	3,174	3,237	3,237

**Freshman / Sophomore Advisor
(H.S. & Adult School)**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	1,952	1,991	1,991

Junior Advisor (H.S. & Adult School)

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,118	2,160	2,160

Senior Advisor (H.S. & Adult School)

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,600	2,652	2,652

Literary Club

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,445	2,494	2,494

**Club Advisor / Elementary Council / National Jr. /
National Honor Society / Usher Squad**

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	1,940	1,979	1,979

Competitive Clubs (Debate, Chess)

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,657	2,710	2,710

Adult School Club Advisor (including Drama)

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
1	2,097	2,139	2,139

C. Special Considerations

1. All positions that involve extra pay for extra work shall be adequately advertised. The Association shall be notified of such vacancy. The Superintendent's decision regarding which clubs are authorized shall be final and not arbitrable.
2. The Tax Force shall recommend the extra compensation for all authorized time spent on school related matters before and after regular school hours. The following list is illustrative of the activities to be included:
 1. plays
 2. exhibits
 3. music concerts
 4. Founders' Day programs
 5. modern dance performers
 6. sports-related positions

ARTICLE XXI - DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the East Orange Education Association, the Essex County Education Association, the New Jersey Education Association and/or National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorize the Board of deduct.
- B. Agency Shop: The Board and the Association agree that the Association is authorized to collect a dues fee from non-members via APD.

C. Indemnification and Save Harmless Provision:

1. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.
2. It is agreed that the Association will be responsible for the defense of such claim, demand, suit, or other form or liability.

ARTICLE XXII - 12 MONTH TEACHERS

A. Temporary Absences with Pay

1. Twelve month teachers shall be subject to the same terms and conditions as ten (10) month teachers (employees). The contract language apropos to twelve (12) month teachers is included in Article VII – Temporary Leaves of Absence, Article VIII – Extended Leaves of Absence.
2. Vacation Schedule less than 4 years: 10 days
4-7 years: 15 days
7 years or more: 20 days

3. Death in the Family

A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of nearest relative who is a member of the household, in each school year in each such case. "Immediate Family" includes, mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter of the employee. A nearest relative who is a member of the "household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family. Leave with full pay for up to three (3) days per year shall be granted for attending the funeral of a grand-parent.

In the case of death of a more distant relative not specified in (a) above, or of a close friend, absences shall be permitted under the personal leaves provisions set forth below.

4. Jury Duty and Public Obligations -

Absences for jury duty (by subpoena) shall be allowed with full pay. Teachers shall cooperate in arranging scheduling of required jury duty during non-school time. Absences for reasons of giving

testimony in court (subpoena required) shall be allowed with full pay when such absence is for the purpose of testifying about a matter involving an incident related to the teacher's employment.

5. Military Reserve Training

- a. Absence for military reserve training during the regular school year shall be allowed with full pay for the duration of such training as required by military orders. Such orders shall be filed with the school principal.
- b. Teachers who have such obligation should arrange this duty during vacation periods if possible.
- c. Leave for military reserve training will be approved by the Superintendent.

6. Personal Leave

Same as ten-month teachers.

Leaves for pregnancy, child care, health, or family leave shall follow the language as contained in other articles of this agreement.

B. 1. Salary

2. Mid Year Hire – Placement on the salary schedule for mid-year hires shall be according to the following formula:

0-5 months	No Credit
6-9 months	½ Year's Credit
10-12 months	Full Year's Credit

- 3. Extra Compensation – Twelve month teachers shall be subject to the same terms and conditions as ten (10) month teachers (employees).
- 4. Insurance – Twelve month teachers shall be subject to the same terms and conditions as ten (10) month teachers (employees). The contract language apropos to twelve (12) month teachers is included in Article IX – Insurance.

B. 2. Mid Year Hire

Same as Adult School Staff

B. 3a. Extra Compensation

Same as ten-month teachers

B. 3b. Insurance

Same as ten-month teachers

The

C. Work Year

The work year shall be a period of 12 months. The work week shall be forty (40) hours inclusive of 75 minutes for lunch/preparation/break each day.

Twelve-month teachers shall follow the calendar adopted by the Board of Education for twelve-month employees.

- D. All other articles which apply to ten-month teachers shall apply to twelve-month teachers.

ARTICLE XXIII - STUDENT TEACHERS

- A. A teacher shall have the right to interview a student teacher before a student teacher is assigned.
- B. Every effort shall be made to provide a prospective cooperating teacher with information about a student teacher's background.

Article XXIV - EAST ORANGE SALARY GUIDE

Contract beginning September 1, 2011 – August 31, 2014

- A. Teachers will move one step towards maximum on the salary guide for 2011-2012 and 2012-2013. For the year 2013-2014, teachers will remain on the same step as 2012-2013. The salary increments shall be inclusive of increments and adjustment in the following amounts:

EAST ORANGE SALARY GUIDE
GROUP 1 - BA (10 Month Employees)

<u>Step</u>	<u>Exp*</u>	<u>2010-2011</u> (Reference)	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
1	1	\$ 50,218	\$ 50,318	\$ 50,438	\$ 51,873
	1 1/2	50,518	50,618	50,738	52,173
2	2	50,818	50,918	51,038	52,473
	2 1/2	51,518	51,618	51,738	53,173
3	3	51,818	51,918	52,038	53,473
	3 1/2	52,018	52,118	52,238	53,673
4	4	52,218	52,318	52,438	53,873
	4 1/2	52,518	52,618	52,738	54,173
5	5	52,618	52,718	52,838	54,273
	5 1/2	52,818	52,918	53,038	54,473
6	6	53,018	53,118	53,238	54,673
	6 1/2	53,318	53,418	53,538	54,973
7	7	53,518	53,618	53,738	55,173
	7 1/2	53,818	53,918	54,038	55,473
8	8	54,068	54,168	54,288	55,723
	8 1/2	54,468	54,568	54,688	56,123
9	9	56,068	56,168	56,288	57,723
	9 1/2	57,068	57,168	57,288	58,723
10	10	58,068	58,168	58,288	59,723
	10 1/2	59,968	60,068	60,188	61,623
11	11	61,768	61,868	61,988	63,423
	11 1/2	63,568	63,668	63,788	65,223
12	12	65,568	65,668	65,788	67,223
	12 1/2	69,668	68,555	68,768	70,203
13	13	74,268	73,155	71,268	72,703
	13 1/2	77,968	76,855	74,100	75,535
14	14	85,589	80,037	77,150	78,585
	14 1/2		83,219	80,200	81,635
15	15		86,644	83,250	84,685
	15 1/2			86,300	87,735
16	16			87,271	88,706

* This column is used only for placement on the guide at time of hiring.

EAST ORANGE SALARY GUIDE
GROUP 2 - MA (10 Month Employees)

<u>Step</u>	<u>Exp*</u>	<u>2010-2011</u> (Reference)	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
1	1	\$ 55,918	\$ 56,018	\$ 56,138	\$ 57,573
	1 1/2	56,218	56,318	56,438	57,873
2	2	56,518	56,618	56,738	58,173
	2 1/2	56,818	56,918	57,038	58,473
3	3	57,118	57,218	57,338	58,773
	3 1/2	57,418	57,518	57,638	59,073
4	4	57,718	57,818	57,938	59,373
	4 1/2	58,018	58,118	58,238	59,673
5	5	58,318	58,418	58,538	59,973
	5 1/2	58,618	58,718	58,838	60,273
6	6	58,918	59,018	59,138	60,573
	6 1/2	59,218	59,318	59,438	60,873
7	7	59,518	59,618	59,738	61,173
	7 1/2	59,818	59,918	60,038	61,473
8	8	60,118	60,218	60,338	61,773
	8 1/2	60,418	60,518	60,638	62,073
9	9	61,418	61,518	61,638	63,073
	9 1/2	63,418	63,518	63,638	65,073
10	10	64,918	65,018	65,138	66,573
	10 1/2	65,918	66,018	66,138	67,573
11	11	67,918	68,018	68,138	69,573
	11 1/2	69,418	69,518	69,638	71,073
12	12	72,418	72,518	72,638	74,073
	12 1/2	75,418	74,305	74,405	75,840
13	13	79,918	78,805	78,018	79,453
	13 1/2	83,418	82,305	82,405	83,840
14	14	92,083	85,487	85,455	86,890
	14 1/2		88,669	88,505	89,940
15	15		93,138	91,555	92,990
	15 1/2			93,198	94,633
16	16			93,985	95,420

* This column is used only for placement on the guide at time of hiring.

EAST ORANGE SALARY GUIDE
GROUP 3 - MA+15 (10 Month Employees)

<u>Step</u>	<u>Exp*</u>	<u>2010-2011</u> (Reference)	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
1	1	\$ 57,418	\$ 57,518	\$ 57,638	\$ 59,073
	1 1/2	57,618	57,718	57,838	59,273
2	2	57,918	58,018	58,138	59,573
	2 1/2	58,218	58,318	58,438	59,873
3	3	58,518	58,618	58,738	60,173
	3 1/2	58,818	58,918	59,038	60,473
4	4	59,118	59,218	59,338	60,773
	4 1/2	59,418	59,518	59,638	61,073
5	5	59,718	59,818	59,938	61,373
	5 1/2	60,018	60,118	60,238	61,673
6	6	60,318	60,418	60,538	61,973
	6 1/2	60,618	60,718	60,838	62,273
7	7	60,918	61,018	61,138	62,573
	7 1/2	61,218	61,318	61,438	62,873
8	8	61,518	61,618	61,738	63,173
	8 1/2	61,818	61,918	62,038	63,473
9	9	62,918	63,018	63,138	64,573
	9 1/2	64,418	64,518	64,638	66,073
10	10	66,418	66,518	66,638	68,073
	10 1/2	67,418	67,518	67,638	69,073
11	11	69,418	69,518	69,638	71,073
	11 1/2	70,918	71,018	71,138	72,573
12	12	73,418	73,518	73,638	75,073
	12 1/2	77,418	76,305	76,405	77,840
13	13	81,418	80,305	80,518	81,953
	13 1/2	84,418	83,305	83,405	84,840
14	14	93,759	86,487	86,455	87,890
	14 1/2		89,669	89,505	90,940
15	15		94,814	92,555	93,990
	15 1/2			94,874	96,309
16	16			95,567	97,002

* This column is used only for placement on the guide at time of hiring.

EAST ORANGE SALARY GUIDE
GROUP 4 - MA+32 (10 Month Employees)

<u>Step</u>	<u>Exp*</u>	<u>2010-2011</u> (Reference)	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
1	1	\$ 64,218	\$ 64,318	\$ 64,438	\$ 65,873
	1 1/2	64,518	64,618	64,738	66,173
2	2	64,818	64,918	65,038	66,473
	2 1/2	65,118	65,218	65,338	66,773
3	3	65,418	65,518	65,638	67,073
	3 1/2	65,718	65,818	65,938	67,373
4	4	66,018	66,118	66,238	67,673
	4 1/2	66,318	66,418	66,538	67,973
5	5	66,618	66,718	66,838	68,273
	5 1/2	66,918	67,018	67,138	68,573
6	6	67,218	67,318	67,438	68,873
	6 1/2	67,518	67,618	67,738	69,173
7	7	67,818	67,918	68,038	69,473
	7 1/2	68,118	68,218	68,338	69,773
8	8	68,418	68,518	68,638	70,073
	8 1/2	68,718	68,818	68,938	70,373
9	9	70,018	70,118	70,238	71,673
	9 1/2	71,018	71,118	71,238	72,673
10	10	72,018	72,118	72,238	73,673
	10 1/2	75,018	75,118	75,238	76,673
11	11	76,518	76,618	76,738	78,173
	11 1/2	77,918	78,018	78,138	79,573
12	12	79,418	79,518	79,638	81,073
	12 1/2	83,418	82,305	82,405	83,840
13	13	87,918	86,805	86,018	87,453
	13 1/2	91,918	90,805	90,905	92,340
14	14	100,122	93,987	93,955	95,390
	14 1/2		97,169	97,005	98,440
15	15		101,177	100,055	101,490
	15 1/2			101,137	102,572
16	16			101,830	103,265

* This column is used only for placement on the guide at time of hiring.

**EAST ORANGE SALARY GUIDE
GROUP 5 - DOC (10 Month Employees)**

<u>Step</u>	<u>Exp*</u>	<u>2010-2011</u> (Reference)	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
1	1	\$ 65,468	\$ 65,568	\$ 65,688	\$ 67,123
	1 1/2	65,768	65,868	65,988	67,423
2	2	66,068	66,168	66,288	67,723
	2 1/2	66,368	66,468	66,588	68,023
3	3	66,668	66,768	66,888	68,323
	3 1/2	66,968	67,068	67,188	68,623
4	4	67,268	67,368	67,488	68,923
	4 1/2	67,568	67,668	67,788	69,223
5	5	67,868	67,968	68,088	69,523
	5 1/2	68,168	68,268	68,388	69,823
6	6	68,468	68,568	68,688	70,123
	6 1/2	68,768	68,868	68,988	70,423
7	7	69,068	69,168	69,288	70,723
	7 1/2	69,368	69,468	69,588	71,023
8	8	69,668	69,768	69,888	71,323
	8 1/2	69,968	70,068	70,188	71,623
9	9	71,268	71,368	71,488	72,923
	9 1/2	72,268	72,368	72,488	73,923
10	10	73,268	73,368	73,488	74,923
	10 1/2	76,268	76,368	76,488	77,923
11	11	77,768	77,868	77,988	79,423
	11 1/2	79,168	79,268	79,388	80,823
12	12	80,668	80,768	80,888	82,323
	12 1/2	84,668	83,555	83,655	85,090
13	13	89,168	88,055	87,268	88,703
	13 1/2	93,168	92,055	92,155	93,590
14	14	101,372	95,237	95,205	96,640
	14 1/2		98,419	98,255	99,690
15	15		102,427	101,305	102,740
	15 1/2			102,387	103,822
16	16			103,070	104,505

* This column is used only for placement on the guide at time of hiring.

B. Earned Doctorate

Teachers shall receive an additional \$1,250 for a doctor's degree earned at an accredited university.

C. Level Adjustment

1. A teacher who, because of additional training or study, qualifies for placement within a higher classification of the guide shall be granted appropriate adjustment in his/her contractual salary upon receipt of documentation of completion of requirements, beginning September 1, or February 1, or current school year.
2. All validations (or proof of request) shall be forwarded directly to the Superintendent of Schools by either October 15th (to become effective September 1, retroactively) or by March 15th (to become effective February 1, retroactively).

D. Supplemental teachers shall be paid salaries based on the schedule contained herein.

E. Longevity

An employee shall be eligible for a longevity increment upon the completion of the following years of full-time active service to the East Orange Board of Education: 15 years, 20 years, 25 years. Said longevity increments shall be computed from the date of original full-time appointment and shall be prorated from the anniversary of the appointment date until the end of the year. The employee's longevity increment shall be paid to him/her as part of the annual salary.

\$1,500 (After 25+ completed years of service to the East Orange School District)
\$1,250 after 20 years
\$ 750 after 15 years

ARTICLE XXV - TYPE II POSITIONS

A. Type II

1. Type II positions shall include:
Guidance Counselors
LDTC
Psychologists

Social Workers
Speech Therapists
Nurses

2a. Type II personnel may be required to have an extended work day for which they shall be compensated at the extra pay for extra work rate.

b. Other Considerations For All Type II Positions: The Board may grant compensatory time for assigned and approved duties performed beyond the normal work day. These decisions shall not be grievable beyond Level III.

c. For information only: Type II Personnel shall:

1. Be responsible for self-scheduling with non-preparation periods.
2. In addition to student work load, be responsible for providing services to other personnel.
3. Have a greater scope of non-student interaction than do classroom teachers.
4. Be multi-mastered; subject to edicts from their department, the Board, and the State.
5. Function in a Board-established position and are required to hold an M.A.

ARTICLE XXVI - SCHOOL CALENDAR

A. Length of Work Year

Effective September 1, 2005, all ten-month teachers shall work 186 days for the duration of the Agreement. The additional day added effective September, 2005 shall be a non-pupil contact day.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

A. Equal Opportunity Employment

No inquiry in regard to religion, creed, sex, race, color, or national origin shall be made of a person proposed for or seeking employment in any capacity in the East Orange Public Schools.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- D. Compliance with Public Employee Relations Commission Proposed new rules or modifications or existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- E. The Board and the Association will cause sufficient copies of this Agreement to be printed and to share equally in the expense thereof.
- F. Notice. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail, return receipt requested at the following address: 1. If by Association, to Board, 715 Park Avenue, East Orange, New Jersey 07017. 2. If by Board, to Association at 576 Central Ave., Suite 206, East Orange, New Jersey 07018.

G. School Based Management/Shared Decision Making

The Association supports the concept of School Based Management/Shared Decision Making and the development of innovative programs in schools. Any change or modification of existing terms and conditions of employment shall be made subject to the approval of the East Orange Education Association and the Board.

ARTICLE XXVIII - NEGOTIATION PROCEDURE

The Board agrees to facilitate the free exchange of information in accordance with Chapter 73 Public Laws of New Jersey 1963, otherwise known as N.J.S. 47:1 A-1 et seq.

ARTICLE XXIX - NO STRIKE-NO LOCKOUT

The Association agrees that during the life of this Agreement there shall be no strikes, and the Board agrees that during the life of this Agreement there shall be no lockouts.

ARTICLE XXX - RIGHTS OF THE BOARD

A. Except as otherwise provided in the Agreement and under the provisions of Chapter 123, Public Laws 1974, the Association recognizes that the Board reserves the right to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (1) to direct employees of the school districts; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or make other disciplinary action against employees. (c) to relieve employees from duty because of lack of work or for other legitimate reasons: (d) to maintain efficiency of the school district operations entrusted to them: (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, and further that the Board has the real responsibility and authority to manage and direct, on behalf of the public, all those operations and activities of the East Orange School district to the extent authorized by law.

B. The Board reserves the right to establish instructional and other committees as it deems necessary.

ARTICLE XXXI - RELEASE TIME FOR PRESIDENT

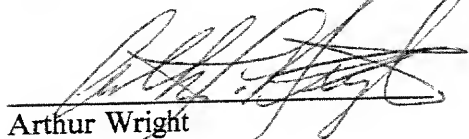
The President of the East Orange Education Association shall be afforded full release time to attend union business. The President's salary, plus cost of benefits shall be reimbursed to the Board by the Union.

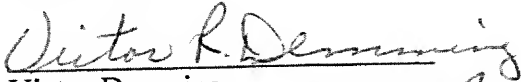
ARTICLE XXXII - DURATION OF AGREEMENT

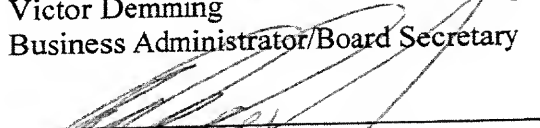
Duration of Agreement – 2011-12 through 2013-14.

- A. This contract shall encompass the understandings between the parties as an Agreement to take effect September 1, 2011 and continue in effect until August 31, 2014.
- B. Negotiations for the school year shall commence not later than December 31, 2013.
- C. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- D. In witness whereof the parties hereto have caused this Agreement to be signed by the respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.


EAST ORANGE BOARD OF EDUCATION:



Arthur Wright
President



Victor Demming
Business Administrator/Board Secretary


Dieter Lerch
Witness for the Board

EAST ORANGE
EDUCATION ASSOCIATION:


Jacqueline Greadington, President
East Orange Education Association


Clarence Osborne, Vice President
East Orange Education Association


Kenneth Wiggins, NJEA
East Orange Education Association
Negotiator